

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

The Bromwich Group, LLC, 901 New York Avenue, NW, 5th floor, Washington, DC 20001

2. Registration No.

6155

3. Name of Foreign Principal

Scottish Affairs Office, British Embassy

4. Principal Address of Foreign Principal

Scottish Affairs Office
British Embassy, 3100 Massachusetts Avenue NW
Washington, DC 20008-3600

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) _____☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Scottish Affairs Office, British Embassy

b) Name and title of official with whom registrant deals

Robin Naysmith, Scottish Government Counsellor, North America

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
February 25, 2013		/s/ Melissa Ann Schwartz eSigned

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant The Bromwich Group, LLC	2. Registration No. 6155
3. Name of Foreign Principal Scottish Affairs Office, British Embassy	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Bromwich Group, LLC, has been retained to cover a period of maternity absence in the Scottish Affairs Office (SAO), for the period from January 25, 2013 until April 13, 2013.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Bromwich Group, LLC will provide the following services to the SAO in preparation for and during Scotland Week 2013 (SW2013), April 3-10, 2013:

1. Contribute to the development of a strategic communications plan for SW2013, working with Scottish Government colleagues, including the SAO, to identify achievable objectives and appropriate measures of success
2. Work with the SAO to build the context for successful visits to New York and Washington, DC by senior members of the Scottish Government during SW2013
3. Work with the SAO and other Scottish Government colleagues to identify suitable speaking opportunities for Scottish Ministers targeted at key audiences, including 'think-tanks' and policy makers
4. Contribute to the development and delivery of a programme of quality events during SW2013 which meets Scottish Ministers' expectations and the objectives of the week
5. Facilitate high level discussions (public or private) with key respected individuals in the US political and international communities
6. Work with Scottish Government Communications personnel to arrange media interviews/briefings with columnists, editorial writers and broadcast anchors, which result in measurable and good quality coverage of Scotland

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
February 25, 2013		/s/ Melissa Ann Schwartz eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Scottish Affairs Office
British Embassy, 3100 Massachusetts Avenue NW
Washington, DC 20008-3600

T: (202) 588 6566 F: (202) 588 7677
E: robin.naysmith@fco.gov.uk



Michael R. Bromwich,
Managing Principal,
The Bromwich Group LLC,
901 New York Avenue, NW,
5th Floor,
Washington, DC 20001

31 January 2013

Dear Mr Bromwich,

CONTRACT FOR SERVICES

I am writing to confirm that following a limited tendering exercise, the Scottish Affairs Office (SAO) would like to enter into a contract with The Bromwich Group (the Company) to provide the services of Melissa Schwartz, to cover a period of maternity absence in the SAO, for the period from January [25th] 2013 until April 13th 2013.

If the Company is willing to provide these services on the terms set out in Annex A and Schedule 1 to this letter please sign the final page of Annex A and return it to me. ON receipt I will do likewise and return a signed copy for your records.

Yours sincerely,

ROBIN NAYSMITH
Scottish Government Counsellor, North America

**CONTRACT FOR SERVICES BETWEEN THE SCOTTISH AFFAIRS OFFICE
AND THE BROMWICH GROUP**

In consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services. The SAO here by engage the Company to provide the services set forth in Schedule 1 ("the Services"). Nothing in this agreement precludes the Company from engaging (i) in any other activities or undertakings, including providing services, or other advice to other parties, whether private, governmental or other, or (ii) in any such activity or undertaking with a party potentially or actually adverse to you.

The Company's fees hereunder contemplate that the Company will provide its services via meetings, telephone calls, video conferencing, e-mails, or other means of communications in or from the Washington, DC area, and potentially onsite in New York or any other locations specified by the SAO .

2. Fees. In payment for the Company's services hereunder, the SAO will pay the Company a project fee of \$20,000 for the time of Melissa Schwartz, with \$10,000 payable immediately, and the balance payable within 30 days of the termination of this agreement. Such fees will be non-refundable.

3. Expenses. The project fee will include any telephone, media monitoring and media database expenses. All additional reasonable out-of-pocket expenses incurred by the Company on the project will be invoiced monthly to the SAO at the actual cost to the Company and will be paid, along with any fees due and owing for that same calendar month, within 30 days of receipt.

4. Personnel. The Company designates Melissa Schwartz as the principal person responsible for providing the Services set forth on Schedule 1.

5. Termination.

(a) This agreement will begin on January 25, 2013 and continue until the conclusion of Scottish Week 2013 activities on April 13, 2013, but may be terminated at any time consistent with the terms and conditions of this Section;

(b) Either party may terminate this agreement at any time, effective upon written notice of termination to the other party, in the event that such party fails to perform any of its material obligations hereunder; and such failure is not remedied within thirty (30) days after written notice of such failure from the party alleging the failure.

(c) The SAO's obligation to pay fees earned, and expenses incurred, hereunder by the Company will survive any such termination.

6. Confidentiality. In connection with the Services to be rendered hereunder, each party will disclose to the other party from time to time, either in oral, written or any other form, certain confidential, proprietary and sensitive information. In order to preserve and protect each party's valuable proprietary rights in such information, each party agrees to accept and treat all such information in strict confidence, whether or not labeled or identified as confidential or proprietary, and to use such information solely in connection with the provision of the Services hereunder. Each party agrees not to disclose or publish such information to any other person and will undertake all steps reasonably necessary to prevent such disclosure; provided, however, that each party may disclose such information under any of the following circumstances:

- (a) With the prior written consent of the other party;
- (b) After, and only to the extent that, any part of the information will become publicly available other than as a result of a breach or violation of the terms of this agreement;
- (c) After lawful receipt by the recipient from third parties subject to no restriction of confidentiality;
- (d) If already known by the recipient at the time of disclosure or independently developed by the recipient without the use of the disclosed information;
- (e) In the case of the Company, to those of its employees and representatives who need to know such information in connection with the provision of the Services hereunder; or
- (f) If required to do so pursuant to a legally binding disclosure requirement or by order of a court or other governmental body.

7. Compliance with Applicable Laws. In connection with the Company's rendering of Services under this agreement, the Company agrees to comply with all applicable U.S. federal, state and local laws, ordinances and regulations (collectively, "Laws"). Nothing in this agreement will require the Company or any of its members or employees (i) to undertake any action that would violate any Law, including but not limited to any post-governmental service restrictions to which any Company employee is subject as a result of his prior service with the U.S. government, or (ii) to register or to trigger registration as a lobbyist under the Lobbying Disclosure Act or any similar Law.

8. Independent Parties; Legal Representation. Nothing contained herein will be deemed to create or construed as creating a joint venture or partnership between the Company and you. Neither party is, by virtue of this agreement alone, authorized to act as an agent or legal representative of the other party. Without limiting the foregoing, the Company will not act as your representative before any local, state, U.S. or foreign government, or other third party entities without the mutual prior agreement of the Company and you. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other party, or to bind such other party in any manner.

The provision of Services hereunder is not intended to be, and will not be deemed to be, legal advice, services or representation of any type in any jurisdiction, and no attorney-client privilege will exist between the you and the Company.

9. Indemnification.

(a) Indemnity. The SAO agrees to indemnify and hold harmless the Company, its affiliates and their respective managers, members, officers, directors, employees, agents and each other entity or person, if any, controlled by the Company or any of its affiliates (collectively, the "Indemnified Parties"), from and against any losses, claims, damages, demands and liabilities (or actions or proceedings in respect thereof), joint or several, related to or arising in any manner out of any activities performed or services furnished pursuant to this agreement. In addition, the SAO will promptly reimburse the Indemnified Parties for all reasonable expenses (including, without limitation, reasonable fees and expenses of legal counsel), as incurred, in connection with the investigation of, preparation for or defense of any pending or threatened investigative, administrative, judicial, or regulatory claim, action or proceeding (collectively, "Proceedings"). Notwithstanding the foregoing, the SAO will not be liable in respect of any losses, claims, damages, demands, liabilities or expenses to the extent that a court of competent jurisdiction will have determined by final non-appealable judgment resulted from the gross negligence or willful misconduct of an Indemnified Party.

(b) Indemnification Procedure. Upon receipt by an Indemnified Party of actual notice of a Proceeding against such Indemnified Party in respect of which indemnity may be sought hereunder, such Indemnified Party will promptly notify the SAO in writing with respect thereto. The failure to notify the SAO will not relieve it from any liability it may have on account of this indemnity or otherwise, except to the extent the SAO will have been materially prejudiced by such failure. The SAO may assume the defense of any Proceeding in respect of which indemnity may be sought hereunder, including the employment of counsel reasonably satisfactory to the Company and the payment of the fees and expenses of such counsel, in which event the SAO will not be liable for the fees and expenses of any other counsel retained by any Indemnified Party in connection with such litigation or proceeding. In any Proceeding the defense of which the Company will have so assumed, any Indemnified Party will have the right to participate in such Proceeding and to retain its own counsel at the Company's own expense. The SAO will not be liable for any settlement of any Proceeding effected without its written consent, but if settled with such consent or if there is a final judgment against an Indemnified Party, the SAO agree to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment, subject to the last sentence of Section 10(a) above. The SAO will not settle or otherwise compromise any Proceeding in a manner that results or otherwise implicates a finding of liability or damages against any Indemnified Party (without the advance written consent of such Indemnified Party in its sole discretion).

10. Limitation of Liability. Neither party will, under any circumstances, be liable to the other party for consequential, incidental, punitive, or special damages. The Company's liability under this agreement, regardless of the form of action, will be limited to actual damages and will not exceed the total amount of fees paid to the Company pursuant to Section 2.

11. Choice of Law; Dispute Resolution. This agreement will be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. A controversy or claim arising out of or relating to this agreement, or the breach thereof, will be settled by arbitration by a sole arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The location of arbitration will be the District of Columbia.

Each party will bear the cost of preparing and presenting its case including its own attorneys' fees; and the cost of arbitration, including the fees and expenses of the arbitrator, will be shared equally by you and the Company.

12. Waiver. No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Modifications. This agreement may be modified or waived only by a separate writing executed by the Company and you, and will not be assignable by either party except with the written consent of the other party.

14. Severability. If any term, provision, covenant or restriction contained in this agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable, or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

If you are in accord with the foregoing, please sign where indicated below and return this agreement to the Company whereupon it will become binding. You should retain a copy of this agreement for your files.

AGREED AND ACCEPTED AS OF THE ABOVE DATE:

THE BROMWICH GROUP LLC

By: _____
MICHAEL R. BROMWICH
Managing Principal

THE SCOTTISH AFFAIRS OFFICE

By: _____
ROBIN NAYSMITH
Scottish Government Counsellor, North America

SCHEDULE 1

Services

The Company will provide the following services pursuant to Section 1 of the agreement:

- Contribute to the development of a strategic communications plan for SW2013, working with Scottish Government colleagues, including the SAO, to identify suitably ambitious but achievable objectives and appropriate measures of success;
- Work with the SAO to build and leverage strategic relationships with key opinion and decision-makers in the US, to build the context for successful visits to New York and Washington, DC by senior members of the Scottish Government during SW2013;
- Work with the SAO and other Scottish Government colleagues to identify suitable speaking opportunities for Scottish Ministers targeted at key audiences, including 'think-tanks' and policy makers;
- Contribute to the development and delivery of a programme of quality events during SW2013 which meets Scottish Ministers' expectations and the objectives of the week;
- Facilitate high level discussions (public or private) with key respected individuals in the US political and international communities; and,
- Work with Scottish Government Communications personnel to arrange media interviews/briefings with columnists, editorial writers and broadcast anchors, which result in measurable and good quality coverage of Scotland.

Each party will bear the cost of preparing and presenting its case including its own attorneys' fees; and the cost of arbitration, including the fees and expenses of the arbitrator, will be shared equally by you and the Company.

12. Waiver. No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

13. Modifications. This agreement may be modified or waived only by a separate writing executed by the Company and you, and will not be assignable by either party except with the written consent of the other party.

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If you are in accord with the foregoing, please sign where indicated below and return this agreement to the Company whereupon it will become binding. You should retain a copy of this agreement for your files.

AGREED AND ACCEPTED AS OF THE ABOVE DATE:

THE BROMWICH GROUP LLC

By: _____



MICHAEL R. BROMWICH
Managing Principal

THE SCOTTISH AFFAIRS OFFICE

By: _____



ROBIN NAYSMITH
Scottish Government Counsellor, North America